

REMARKS

The outstanding issues in the instant application are as follows:

- Claims 1 – 20 are rejected under 35 U.S.C. § 103(a); and
- Claims 1 – 20 are rejected under 35 U.S.C. § 112, second paragraph.

Applicants hereby traverse the outstanding rejections and request reconsideration and withdrawal in light of the amendments and remarks contained herein. Claims 1 – 20 are pending in this application. Applicants believe that only 20 claims have been filed in this application. The Examiner has, however, rejected claims 1 – 23. Applicants would ask the Examiner to verify that only claims 1 – 20 remain pending in this matter.

I. REJECTIONS UNDER 35 U.S.C. § 103(a)

The Examiner has rejected claims 1-20 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,442,567 (hereinafter, *Retallick*) in view of U.S. Patent No. 6,330,551 (hereinafter, *Burchetta*) and further in view of U.S. Patent No. 6,112,189 (hereinafter, *Rickard*). Applicants respectfully requests that the Examiner withdraw the 35 U.S.C. § 103(a) rejection.

Amended claim 1 requires, “A negotiation protocol with compromise that is guaranteed to terminate.” The Examiner states that *Retallick* teaches “a negotiation protocol for an activity or server.” Applicants respectfully assert that the Examiner is incorrect in this application of *Retallick*. At Column 8, lines 50 – 53, *Retallick* states:

The present invention relates to the creation, organization, storage, retrieval and display of digital information (data) stored as bytes in a memory device accessible for interaction by a computer.

Essentially, *Retallick* recites a detailed personal information management system, similar to Novell GroupWise, Lotus Notes, or Microsoft Outlook, that allows a limited negotiation to occur between users. Col. 17, lns 47 – 59. It does not teach or even suggest a negotiation protocol that must be followed between the negotiating users. The plain meaning of “protocol,” as defined in Webster’s, is “a code prescribing strict adherence to correct etiquette and precedence (as in diplomatic exchange and in the military services).” *Retallick* does not teach or suggest any protocol or strictly governed set of rules for performing the

negotiation process. *Retallick*, therefore, teaches only that negotiation can occur, but does not teach a negotiation protocol.

Amended claim 1 further requires:

an advertisement, wherein a product that is to be negotiated is listed by a first negotiating party, the advertisement comprising a set of attribute-value pairs, each attribute-value pair including an attribute and a range of values for the attribute, for the product listed in the advertisement;

The Examiner offers no selections from any of the cited references to provide the “advertisement” having the “set of attribute-value pairs” where “each attribute-value pair include[es] an attribute and a range of values for the attribute.” *Retallick* describes negotiated fields as holding structured data that is used in the communication between the negotiating parties, but does not teach a range of values for that structured data is available to a user. Col. 20, Ins 1 – 7. Thus, *Retallick* does not teach or suggest a “set of attribute-value pairs” where “each attribute-value pair include[es] an attribute and a range of values for the attribute.”

Furthermore, *Rickard* does not teach or suggest such an “advertisement” having the “set of attribute-value pairs” because in *Rickard*, each of the negotiating parties submits a satisfaction function for each negotiating party according to terms that the party would accept. Abstract, Col. 5, ln 41 – Col. 6, ln 41. Thus, *Rickard* does not teach that a single offer is presented back and forth between the negotiating parties. Instead, the parties submit terms and degrees of satisfaction and the computer automatically compares those. Abstract. Therefore, *Rickard* does not teach the advertisement of claim 1.

Amended claim 1 further requires:

a look-up, wherein the product listed in the advertisement is located for a second negotiating party, wherein at least one of a first set of attribute-value pairs is displayed to the negotiating party;

The Examiner, again, offers no selections from any of the cited references to provide the “look-up” described in claim 1. *Retallick* teaches that the requesting party sends the request directly to the requested party. Col. 18, Ins 36 – 41. Therefore, the requested party never “looks-up” the request. Moreover, *Burchetta* teaches a dispute resolution system (as admitted by the Examiner). Therefore, it also does not teach where one of the parties to the dispute

looks up the dispute for any reason. *Rickard* also does not teach or suggest a look-up. *Rickard* teaches a negotiation method that compares parties' degree of satisfaction with possible terms of a contract. The starting party enters data relating to its degree of satisfaction with these different terms. The other negotiating parties then receive templates to fill out from the negotiation system. The other negotiating parties do not look up the negotiation; instead, they receive the templates to be filled out from the negotiation system. Col. 5, ln 41 – Col. 6, ln 42.

Claim 17 requires, “listing a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values for the attribute;” and “looking-up the product from the advertising step.” As addressed above with respect to claim 1, the combination of *Retallick*, *Burchetta*, and *Rickard* does not teach, at least, these elements of claims 1 and 17. Moreover, claim 20 requires, “an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values,” and “a look-up, wherein the plurality of attribute-value pairs is located for a second negotiating party.” Again, as addressed above with respect to claim 1, the combination of *Retallick*, *Burchetta*, and *Rickard* does not teach, at least, these elements of claims 1, 17, and 20.

Dependent claims 2-16 and 18-19 depend directly or indirectly from their respective base claims 1 and 17 and thereby inherit all of the respective limitations. Accordingly, it is respectfully submitted that dependent claims 2-16 and 18-19 are allowable based on, at least, their dependency from independent base claims 1 and 17 for the reasons discussed above.

II. REJECTIONS UNDER 35 U.S.C. § 112, SECOND PARAGRAPH

Claims 1 – 20 stand rejected under 35 U.S.C. § 112, second paragraph as failing to point out and distinctly claim what Applicants regard as the invention. Because the present application only has 20 claims, Applicants believes that the Examiner intended to reject only claims 1 – 20. In response to the previous Office Action, Applicants requested the Examiner to specifically set out the basis for the rejection under § 112, second paragraph. However, the Examiner has again failed to comply with M.P.E.P. § 706 in making particularly setting out the basis of his rejections. As such, the Examiner continues to deny Applicants a fair opportunity to submit any response, let alone an adequate response to the § 112, second

paragraph rejection of record. Applicants have, therefore, attempted to amend the claims to address the § 112, second paragraph rejection, without guidance from the Examiner.

In amended claim 1, Applicants have removed all disjunctive references, such as “product or service,” and “a negotiable list of values or range of values.” Applicants amendments have either completely removed the disjunctive references or changed the statements to a conjunctive statement, such as changing “if each attribute is not agreed to or a failed negotiation is not declared,” to “when one of: each attribute is not agreed to; and a failed negotiation is not declared.” Applicants have amended claims 1 – 6, 10 – 12, 14, 15, 17, 18, and 20 to remove such references to disjunctive elements. The amendments were not made to narrow the scope of any of the claims, but to correct the alleged § 112, second paragraph rejections of record. No new matter was added. Applicants now believe that each of the § 112 rejections has been adequately addressed and requests the Examiner to withdraw said rejections.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

Applicant believes no fee is due with this response. However, if a fee is due, please charge Deposit Account No. 08-2025, under Order No. 10992554-1 from which the undersigned is authorized to draw.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV256035828US, in an envelope addressed to: MS AF Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on the date shown below.

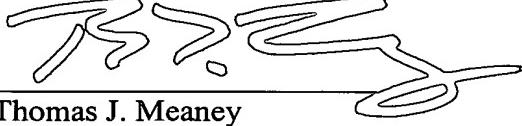
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Respectfully submitted,

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